76 Ia. 56. In others, there is a confusion of ordinary life insurance decisions with mutual benefit insurance cases. *Schmidt* v. *The Northern Life Ass'n*, 112 Ia. 41. And in still others, the society is called a trustee for the insured's heirs, because of the statements in its constitution and by-laws as to the purpose of the society to protect heirs of members. *The Supreme Lodge, etc.* v. *Menkhausen*, 209 Ill. 277. But these statements are merely preliminary, and the only undertaking is to pay to some designated person. The result in the principal case, however, is highly desirable, and statutes or by-laws commonly provide for such a contingency.

MORTGAGES — MORTGAGOR'S RIGHT TO AN ACCOUNT FOR RENTS AND PROFITS — NATURE OF THE RIGHT. — A mortgagee filed a bill for foreclosure. The mortgagor pleaded that the rents and profits received by the mortgagee while in possession were sufficient to satisfy the debt, and asked for an accounting. *Held*, that the court may strike a balance between the amount chargeable to the mortgagee and the mortgage debt, and give judgment of foreclosure accordingly. *Hoye* v. *Bridgewater*, 118 N. Y. Supp. 951 (Sup. Ct., App. Div.). See NOTES, p. 301.

MUNICIPAL CORPORATIONS — GOVERNMENTAL POWERS AND FUNCTIONS — INVESTIGATION OF MUNICIPAL PROBLEMS. — The common council of the city of Detroit placed the sum of five thousand dollars at the disposal of the mayor, to be used in investigating the street railway problem of the city presented by the expiration of certain franchises. An injunction was sought to prevent the expenditure of this money. *Held*, that a writ of mandamus will be issued to compel the lower court to issue such injunction. *Attorney General ex rel. Maguire* v. *Murphy*, 122 N. W. 260 (Mich.). See NOTES, p. 293.

MUNICIPAL CORPORATIONS — OFFICERS AND AGENTS — EFFECT OF RE-ELECTION AFTER OUSTER. — The charter of New York City provides that the president of a borough, an officer chosen by popular vote, may be removed for cause by the governor, and that a vacancy shall be filled by a majority of the aldermen from the borough. The defendant, having been so removed, was immediately selected by the aldermen for the remainder of his original term. *Held*, that he is not entitled to office. *People* v. *Ahearn*, 42 N. Y. L. J. 761 (N. Y. Ct. App., October, 1909).

This affirms an interlocutory judgment of the Appellate Division reversing a judgment of the Supreme Court. For a criticism of a decision precisely similar to that in the principal case, see 20 HARV. L. REV. 316; 22 HARV. L. REV. 540.

PAROL EVIDENCE RULE — SUBSTANTIVE LAW EXPRESSED IN TERMS OF EVIDENCE — CONTRACTS: WHETHER LEGAL IMPORT OF SAME IS WITHIN PROTECTION OF THE RULE. — On September 1, 1905, the plaintiff wrote to the defendant offering an option for the continuation of a contract between them for one year, from July 26, 1906. The defendant acknowledged the receipt of the offer without accepting it. On July 26, 1906, he sent an acceptance, but the plaintiff refused to abide by the terms of the offer. Evidence offered by the defendant of an oral agreement that the offer was to stay open till July 26, 1906, was excluded. The defendant appealed. *Held*, that the evidence was rightly excluded. *Standard Box Co.* v. *Mutual Biscuit Co.*, 103 Pac. 938 (Cal.). See NOTES, p. 302.

POLICE POWER — REGULATION OF BUSINESS AND OCCUPATIONS — REQUIREMENT OF BANK DEPOSITORS' GUARANTY FUND. — A statute provided that the business of banking be restricted to corporations, and required that contributions be made annually to a fund for the protection of the depositors of insolvent banks. *Held*, that the statute is an unreasonable exercise of the police power. *First State Bank of Holstein* v. *Shallenberger*, 72 Fed. 999 (Circ. Ct., D. Neb.). See NOTES, p. 292.

RULE AGAINST PERPETUITIES — RULE AGAINST POSSIBILITY ON POSSIBILITY EXTENDED TO EQUITABLE ESTATES. — The result of a power of appointment, when read into the original settlement, was to give an equitable estate to an unborn person for life with a remainder to his unborn child. *Held*, that the appointment is invalid. *In re Nash*, 26 T. L. R. 57 (Eng. Ct. App., Nov. 2, 1909).

In affirming the decision of the Chancery Division, the court confines the doctrine of a possibility on a possibility to such a limitation as was here involved. For a discussion of the decision in the lower court, see 23 HARV. L. REV. 231.

RULE IN SHELLEY'S CASE — DISTINCTION BETWEEN DEEDS AND WILLS. — A testator devised land to A for life, remainder to the heirs of A. The will contained a provision that A should have no power to convey for a longer period than his life. *Held*, that the rule in Shelley's Case is inapplicable. *Westcott* v. *Meeker*, 122 N. W. 964 (Ia.).

In a previous case the Iowa court held that the rule in Shelley's Case was applicable to a conveyance by deed and declared that it constituted a part of the common law of the state. *Doyle* v. *Andis*, 127 Ia. 36. The principal case is clearly irreconcilable with this decision. Two questions arise in applying the rule in Shelley's Case: First, whether the donees in remainder are to take as purchasers or as heirs of the life tenant; secondly, whether the rule is applicable. See *Shapley* v. *Diehl*, 203 Pa. St. 566. It is true that the intention of the testator may give to words in a will a meaning which they could not have in a deed. *McIlhinny* v. *McIlhinny*, 137 Ind. 411. But an express declaration that the prior estate shall be only for life does not justify the construction that the remaindermen take as purchasers. *Roe* v. *Bedford*, 4 M. & S. 362. And once it is determined that the remaindermen are to take as the heirs of the life tenant, then the rule applies irrespective of the testator's intention. *Van Gruten* v. *Foxwell*, [1897] A. C. 658. See 11 HARV. L. REV. 418; 12 *ibid.* 64. And on this point there is no basis for a distinction between wills and deeds. *In re White & Hindle's Contract*, 7 Ch. D. 201.

SALVAGE — SERVICES RENDERED TO SHIP IN DRY DOCK. — The libellants extinguished a fire on a vessel in dry dock. *Held*, that they are entitled to salvage. *The Steamship Jefferson*, 215 U. S. 130.

This decision reverses that of the lower court discussed in 21 HARV. L. REV. 634.

STATES — EFFECT OF GRANT OF CONCURRENT JURISDICTION OVER BOUNDARY RIVERS. — A federal court sitting within the State of Washington issued a restraining order against an unlawful obstruction on the Columbia River. A decision of the United States Supreme Court thereafter determined that this obstruction was in Oregon. The defendant then moved that the suit be dismissed for want of jurisdiction. *Held*, that the motion to dismiss should be denied. *Columbia River Packers' Association* v. *M'Gowan*, 172 Fed. 991 (Circ. Ct., W. D. Wash.).

For a discussion of the principles involved, see 22 HARV. L REV. 599.

VOLUNTARY ASSOCIATIONS — AUTHORITY OF EXECUTIVE COMMITTEE TO BORROW MONEY. — The National Executive Committee of the Socialist Labor Party, an unincorporated voluntary association, borrowed money of the plaintiff, and its action was subsequently approved by the national convention of the party. Suit was brought against the defendant, as treasurer of the association. *Held*, that the plaintiff cannot recover. *Siff* v. *Forbes*, 42 N. Y. L. J. 1005 (N. Y. App. Div., Nov. 1909).

Section 1919 of the New York Code of Civil Procedure allows suit against the president or treasurer of an association only when all the members are jointly or severally liable. It therefore merely simplifies the remedy and does not increase